

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

IN RE:) Bankruptcy Case No. 22-22293-CMB
Gabriel S. Fontana,)
Debtor,) Chapter 11
The Huntington National Bank,)
Movant,) Related Document No. 56-55
v.) Hearing Date: 05/23/23 @ 2:30 p.m.
Gabriel S. Fontana d/b/a Fontana) Response Due: 05/11/23
Consulting Pittsburgh Property)
Maintenance LLC,)
Respondents.) Document No.

**RESPONSE TO HUNTINGTON NATIONAL BANK'S
MOTION FOR RELIEF FROM THE AUTOMATIC STAY**

AND NOW, comes the Respondent, Gabriel S. Fontana d/b/a Fontana Consulting Pittsburgh Property Maintenance LLC, by and through his attorneys, Donald R. Calaiaro and Calaiaro Valencik, and presents the following Response to Huntington National Bank's Motion for Relief from the Automatic Stay, and in support thereof states as follows:

1. Admitted. Pittsburgh Property Maintenance LLC is not a debtor in this case.
2. Admitted.
3. Admitted.
4. Admitted in part; the Motion does not conform to the Rules. The Movant has not pleaded that it holds a perfected encumbrance on the title; and it did not attach a copy of the title evidencing the encumbrance against the title. By way of further averment, the Movant repossessed the vehicle before the commencement of the case.
5. Admitted that there is currently no insurance on the vehicle. The Movant has possession of the collateral.
6. Denied. The Debtors dispute the alleged amounts owed and strict proof as to

the amounts is demanded.

7. Admitted.

8. Denied. The Debtor demands proof of the perfection of the alleged encumbrance. To the extent the Movant is perfected, the Court should grant relief. However, if the Movant does not have a properly perfected encumbrance, then the Court should deny relief.

9. Denied. The Debtors dispute that any attorney fees are due. This creditor is, by their own admission, unsecured and not allowed to collect attorney's fees under 11 U.S.C. § 506.

WHEREFORE, the Debtor respectfully requests that this Honorable Court enter an appropriate order permitting the Movant to enforce their lien If it is perfected.

Respectfully submitted,

DATED: May 11, 2023

BY: /s/ Donald R. Calaiaro
Donald R. Calaiaro, Esquire
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**CERTIFICATE OF SERVICE OF Response to
Huntington National Bank's Motion for Relief from the Automatic Stay**

I certify under penalty of perjury that I served the above captioned pleading on the parties at the addresses specified below or on the attached list on May 11, 2023.

SERVICE BY FIRST-CLASS MAIL:

Gabriel Fontana, 3160 Leechburg Road, Pittsburgh, PA 15239

SERVICE BY NEF:

Brian Nicholas on behalf of Creditor The Huntington National Bank; bnicholas@kmlawgroup.com
Office of the United States Trustee; ustregion03.pi.ecf@usdoj.gov
Joseph S. Sisca on behalf of U.S. Trustee Office of the United States Trustee;
joseph.s.sisca@usdoj.gov, David.A.Berry@usdoj.gov

The type(s) of service made on the parties (first-class mail, electronic notification, hand delivery, or another type of service) was: First-Class Mail or Electronic Notification

If more than one method of service was employed, this certificate of service groups the parties by the type of service. For example, the names and addresses of parties served by electronic notice will be listed under the heading "Service by Electronic Notification," and those served by mail will be listed under the heading "Service by First-Class Mail."

Executed on: May 11, 2023

/s/ Donald R. Calaiaro
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